



DEALER AGREEMENT

(Effective March 22, 2023)

Please sign the following agreement and e-mail it back to us.

FORTUNE AUTO NORTH AMERICA
1495 OAKBRIDGE TERRACE
POWHATAN, VA 23139

Phone: 1-877-227-0260

Website: www.fortune-auto.com

Email: wholesale@fortune-auto.com

For office use only:

Account #: _____



Business Information:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Country: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Federal Tax ID#: _____

Website: _____

Owner/Officer Information:

Name of Owner: _____

Authorized Buyers: _____

Requirements:

- Photocopy of current business license
- Photocopy of sales tax permit (when applicable)
- Must have a fully functional website
- Completed dealer application
- Brick & Mortar physical business locations (shop or office, not a residential building)
- Business Card
- Initial order of
 - **1 coilover system minimum - *Installer***
 - **3 coilover systems minimum - *Jobber***
 - **10 coilover systems minimum - *Master Dealer***
 - **30 coilover systems minimum - *Wholesale Distributor***
 - **400 coilover systems annually minimum - *Wholesale Bulk Distributor***

Warranty:

Generation 8 products are covered by a **5 year** limited manufacturer's **(non-transferable)** warranty limited to the United States and Canada. This limited warranty covers **hard parts** such as mounts, top hats, camber plates, and shock bodies for **5 years** from the purchase date. It also covers **consumable parts** such as seals, shafts, fluids, pillow ball mounts, and leaking shocks **1 year** from the purchase date. Parts and labor are covered; however, **shipping is not covered.**

Terms and Conditions:

- Due to the custom built nature of our products, build times are roughly 4-8 weeks depending on the product. Fortune Auto will charge the dealer's credit card immediately upon receiving the order. In some instances, Fortune Auto will charge the dealer's credit card half way through the build process or right before the item ships.
- Prices are subject to change without notice.
- Claims for missing or damaged goods must be made within 5 days after receipt.
- Any failure or delay in shipment or delivery caused by lack or failure of transportation delay in shipping, breakdowns, accidents, strikes, flood, or any cause beyond our control, shall not constitute breach of contracts, nor shall any damages attach to such failure or delay.
- Shipping deadline is 12:00 PM EST for all Ground, Express, & Overnight packages. All orders received after our deadline will ship the next business day. No delivery or shipping on weekends or holidays. Saturday deliveries will be priority overnight plus extra fees.
- Shipping charges are not refundable. Signature of this document indicates the acceptance of all terms and conditions.

Returns & Cancellations:

Fortune Auto USA takes great pride in our product and the quality. In the unlikely event that you should encounter difficulty with a product or a defect is suspected, you are encouraged to first speak with a Fortune Auto USA representative. In the event that the product needs to be returned to Fortune Auto, you will be provided with a Return Authorization (RA) number, which must be prominently displayed on the shipping carton. No returns or exchanges on used/installed Fortune Auto products.

- All warranty returns must be pre-authorized by contacting us.
- All merchandise must be shipped with the issued Return Authorization (RA) number clearly marked on the exterior of the shipping carton.
- Shipping charges to and from Fortune Auto North America are the responsibility of the customer. Additional charges for expedited shipment are the responsibility of the customer.
- Fortune Auto products can be returned within 14 days of receipt of shipment.
- Returns or order cancellations are subject to a 25% restocking fee based on the MSRP price of the order as advertised by Fortune Auto North America. For all custom orders, such as super low spec, custom private label coilovers, coilovers with +4K higher than default spring rates,

the restocking fee will be 50%. Motorsport coilovers, such as 510 series, Pro 2-way, or Pro 3-way are subject to a 50% restocking fee.

*Additional charges for expedited shipment are the responsibility of the customer.

Dealer Levels:

Installer Level Applicants

- Must order a minimum of one coilover system per year to maintain direct distribution from Fortune Auto.
- Company's name will not be displayed on Fortune Auto's dealer list.
- If 4 systems are sold within one year, you will be upgraded to Jobber pricing.

Jobber Level Applicants

- Opening order must contain a minimum of 3 coilover systems.
- Must order a minimum of 4 coilover systems per year to maintain direct Jobber Level pricing.
- Company's name will not be displayed on Fortune Auto's dealer list.
- If 10 systems are sold within one year, you will be upgraded to Master Dealer pricing.

Master Dealer Level Applicants

- Opening order must contain a minimum of 10 coilover systems.
- Must order a minimum of 10 coilover systems per year to maintain Master Dealer Level pricing.
- Company's name will be displayed on Fortune Auto's dealer list.
- If 60 coilover systems are sold within 1 year, you will automatically be upgraded to Wholesale Distributor pricing.

Wholesale Distributor Level Applicants

- Opening order must contain a minimum of 30 coilover systems.
- Must order a minimum of 60 coilover systems per year to maintain Wholesale Distributor pricing.
- Company's name will be displayed on Fortune Auto's Wholesale Distributor list.

Wholesale Bulk Distributor Level Applicants

NEW FOR GENERATION 8

- Opening order must contain a minimum of 60 coilover systems.
- Must order a minimum of 400 coilover systems per year to maintain Wholesale Distributor Bulk pricing.
- Company's name will be displayed on Fortune Auto's Wholesale Distributor list.

Fortune Auto Dealer Policy:

Fortune Auto has established a revamped policy regarding minimum advertised price ("MAP") on all Fortune Auto products.

1. The MAP for Fortune Auto products is listed on www.fortune-auto.com and the new 2022 Fortune Auto official dealer price list. MAP pricing is established by Fortune Auto on all products and may be adjusted by Fortune Auto at any time at its sole discretion.
2. This MAP Policy applies to all advertisements of Fortune Auto products listed in any and all media, including, dealer websites, forum websites, PM's (Private Messages), DM's (Direct Messages), Instagram posts, Facebook posts, flyers, coupons, magazines, catalogs, e-mail newsletters, and e-mail solicitations.
3. Advertising free or discounted products (whether made by Fortune Auto or another manufacturer) with a product covered by the MAP policy would be contrary to the MAP policy and will be considered a direct violation of MAP.
4. MAP does not establish maximum advertised prices. All dealers and distributors may offer Fortune Auto products at any price in excess of the MAP established for such product.
5. Shopping cart features on websites that list a lower than MAP price such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be violations of MAP Policy.
6. Fortune Auto may discontinue models or engage in promotions with respect to certain products or holidays (Black Friday & Cyber Monday). During such events, Fortune Auto reserves the right to modify or suspend the MAP with respect to the affected products by notifying all dealers of such change. Fortune Auto further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion. Dealers will be notified by Fortune Auto if there is a suspension of MAP on certain products or holidays.
7. Minimum selling price policy for all Fortune Auto Coilovers is up to \$100 less than MAP pricing.
8. The Minimum Selling Price only applies to customer inquiries to phone calls, replying to customer DM's, replying to customer PM's and replying to customer email's.
9. The Minimum Selling Price does not apply to advertisements on dealer websites, forum websites, Instagram posts, Facebook posts, flyers, coupons, magazines, catalogs, e-mail newsletters, e-mail solicitations, automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart.



10. Failure to abide by this policy will result in the following:

- **1st Violation:** Written warning.
- **2nd Violation:** Termination of authorized Fortune Auto dealership for 3 months. A petition of appeal letter will be required to re-instate authorized Fortune Auto dealership after the 3 month period.

All authorized Fortune Auto dealers are required to sign this revamped MAP policy.

Name of Authorized Party (please print): _____

Company: _____ Date: _____

Signature: _____ Phone: _____

Fortune Auto North America Vendor Credit Card Authorization Form

This form must be completed in full, signed by an authorized user of the credit card or bank, and received by Fortune Auto North America before any orders can be made.

Preferred Payment Method:

- ☐ Credit Card
☐ Paypal
☐ Electronic Transfer (ACH / Wire) (No Fee)
☐ Other Preference (Please specify): _____

By executing this agreement, it authorizes Fortune Auto North America, Inc to charge the following credit card:

Name (as it appears on credit card): _____

Credit Card Number: _____

Expiration Date: _____

CCV/CVV Code: _____

Cardholder Billing Address:

Street: _____

City: _____ **State:** _____ **Zip Code:** _____

Country: _____

Phone: _____

Authorized Buyers: _____

I certify that the above statements and information made in the agreement are true and correct to the best of my knowledge. I also certify that I am authorized to effect charges to the above credit card number. I acknowledge that any credit card charges by Fortune Auto North America are subject to a 3% convenience fee. In the case of any issues or disputes, I will notify Fortune Auto North America promptly to rectify the situation prior to notifying my credit card company.

CARDHOLDER AUTHORIZED SIGNATURE

DATE